

JOINDER TO INTERLOCAL AGREEMENT

Pursuant to the duly adopted Resolution attached hereto as Exhibit "A", the _____ hereby joins into the Interlocal Agreement establishing the Florida Intergovernmental Finance Commission, which Agreement was recorded on February 2, 2001 in Official Record Book 31241, Page 1138 of the Public Records of Broward County, Florida.

By entering in this Joinder, _____ agrees to be bound by the terms, conditions and covenants of the Interlocal Agreement.

Dated this _____ day of _____, 2005.

LEON COUNTY, FLORIDA

Attested by:
Bob Inzer, Clerk of the Court

By: _____
Cliff Thael, Chairman
Board of County Commissioners

By: _____
Bob Inzer, Clerk

Date: _____

Approved as to form:
County Attorney's Office

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

RESOLUTION NO. R05-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
LEON COUNTY, FLORIDA, AUTHORIZING THE COUNTY TO ENTER
INTO AN INTERLOCAL AGREEMENT AND TO BECOME A MEMBER
OF THE FLORIDA INTERGOVERNMENTAL FINANCE COMMISSION
PURSUANT TO SUCH INTERLOCAL AGREEMENT.**

WHEREAS, the Board of County Commissioners of Leon County, Florida (the "County"), is duly authorized pursuant to the Constitution and Chapter 125, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act") to acquire and construct capital projects for the benefit of the citizens and residents of the County and to borrow money to facilitate financing of the costs of such projects and to borrow money to refinance the cost of such projects; and

WHEREAS, Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), permits governmental entities, including, but not limited to counties and municipalities, to enter into interlocal agreements with other governmental entities to jointly exercise any power, privilege or authority which such governmental entities share in common and which each might exercise separately permitting the governmental entities to make the most efficient use of their power by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with geographic, economic, population and other factors influencing the needs and development of such governmental entities; and

WHEREAS, Section 163.01(7)(d) of the Interlocal Act, authorizes governmental entities, pursuant to an interlocal agreement, to create a separate legal entity to exercise the common power of the governmental entities to issue revenue bonds for the purpose of financing or refinancing capital projects pursuant to the Interlocal Act; and

WHEREAS, the Cities of Coral Springs, Florida, Fort Lauderdale, Florida, Naples, Florida, Aventura, Florida, Daytona Beach, Florida and Winter Park, Florida, and Escambia County, Florida entered into an Interlocal Agreement, effective as of February 16, 2001 (as more specifically defined hereinafter, the "Interlocal Agreement"), pursuant to which the Florida Intergovernmental Finance Commission ("FIFC"), a separate legal entity, has been formed; and

WHEREAS, the Board of County Commissioners of Leon County believes it to be in the County's best interests of the health, safety, and welfare of the citizens and residents of Leon County, to participate in the structuring of a financing program that will meet the financial needs of the County; and

WHEREAS, the County wishes to approve the Interlocal Agreement and to authorize the officers and employees of the County to take all action necessary for the officers and employees

of the County to become a member of FIFC in the manner contemplated by the Interlocal Agreement ("Member");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

Section 1. DEFINITIONS. Terms defined in the preambles hereof shall have the meanings set forth therein. All capitalized terms used herein which are defined in the Interlocal Agreement shall have the meanings assigned thereto in the Interlocal Agreement, unless the context hereof affirmatively requires otherwise.

Section 2. FINDINGS. It is hereby found, determined and declared that:

- (A) The financing program which will be available through FIFC offers the County the economies of a large scale financing and a sophisticated structure which the County could not command in the market in solitary financings.
- (B) It is in the best interests of the County to enter into the Interlocal Agreement and to become a Member of FIFC in order for the County to participate in the structuring of such financing program to meet its financing needs. However, such membership does not obligate the County to participate in any such financing program.

Section 3. AUTHORIZATION OF PARTICIPATION AS A MEMBER IN FIFC; DESIGNATION OF DIRECTOR. The Board of County Commissioners hereby authorizes the participation of the County as a Member of FIFC and the County hereby designates the County Administrator or his designee as its representative on the Board of Directors of FIFC to act as a Director within the meaning of the Interlocal Agreement.

Section 4. AUTHORIZATION OF EXECUTION AND DELIVERY OF INTERLOCAL AGREEMENT. The execution and delivery of the Interlocal Agreement, attached hereto as Exhibit "A", with such changes, alterations and corrections as may be approved by the Chairman of the Board of County Commissioners or the Vice Chairman or such other person as shall be designated by the Chairman (the "Authorized Officer"), such approval to be presumed by his execution thereof, is hereby approved by the County. The County hereby designates the County Administrator or his designee as the Authorized Officer within the meaning of this Resolution and authorizes and directs said Authorized Officer to execute the Interlocal Agreement and to deliver it to Dunlap & Associates Group, Inc. as the Program Administrator of FIFC. The provisions of the Interlocal Agreement, when executed and delivered by the County as authorized herein, shall be deemed to be a part of this instrument as fully and to the same extent as if incorporated verbatim herein.

Section 5. NO PERSONAL LIABILITY. No covenant, stipulation, obligation or agreement herein contained or contained in the Interlocal Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the County

or its Board of County Commissioners in his or her individual capacity, and none of the members of the Board of County Commissioners of the County, any official executing the Interlocal Agreement or the representative of the County acting as the Director in accordance with the Interlocal Agreement shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution of the Interlocal Agreement, the actions of a Member in accordance therewith, or the performance of duties of a Director pursuant thereto.

Section 6. NO THIRD PARTY BENEFICIARIES. Except as herein or in the Interlocal Agreement otherwise expressly provided, nothing in this instrument or in the Interlocal Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the County and the Cities of Coral Springs, Florida, Naples, Florida, Fort Lauderdale, Florida, Aventura, Florida, Daytona Beach, Florida and Winter Park, Florida and Escambia County, Florida any right, remedy or claim, legal or equitable, under and by reason of this instrument or any provision thereof or of the Interlocal Agreement, this instrument and the Interlocal Agreement intended to be and being for the sole and exclusive benefit of the County and the FIFC members.

Section 7. PREREQUISITES PERFORMED. All acts, conditions and things relating to the passage of this instrument, to the execution of the Interlocal Agreement required by the Constitution or laws of the State of Florida to happen, exist and be performed precedent to and in the passage hereof and precedent to the execution and delivery of the Interlocal Agreement have been performed as so required.

Section 8. GENERAL AUTHORITY. The members of the Board of County Commissioners of Leon County and the County's officers, attorneys, engineers or other agents or employees are hereby authorized to do all acts and things required of them by this instrument and the Interlocal Agreement or desirable or consistent with the requirements hereof or the Interlocal Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in the Interlocal Agreement and this instrument.

Section 9. FILING OF INTERLOCAL AGREEMENT. The Interlocal Agreement shall be filed of record in accordance with the provisions of the Florida Interlocal Cooperation Act, Chapter 163, Part I, Florida Statutes, upon acceptance of the Interlocal Agreement by the Program Administrator.

Section 10. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof or of the Interlocal Agreement.

Section 11. AUTHORIZATION OF ALL OTHER NECESSARY ACTION. The members of the Board of County Commissioners, the County Administrator or his designee and the County Attorney, are authorized and empowered, collectively, or individually, to take all

action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the County which are necessary or desirable in connection with the execution and delivery of the Interlocal Agreement and which are not inconsistent with the terms and provisions of this resolution.

Section 12. REPEALING CLAUSE. All resolutions or parts thereof of the County in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 13. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon County, Florida, this _____ day of _____, 2005.

LEON COUNTY, FLORIDA

By: _____
Cliff Thael, Chairman
Board of County Commissioners

ATTESTED BY:
BOB INZER, CLERK OF THE COURT

By: _____
Clerk

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

By: _____
Herbert W.A. Thiele, Esq.
County Attorney